

GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

GENERAL SALE TERMS AND CONDITIONS: The General Sale Terms and Conditions (Standard Form 114C (Rev. 04 / 2001, pages 1-5 and 9), are incorporated herein by reference. These standard forms are available upon request.

ELIGIBILITY OF BIDDERS: Bidders must be at least 18 years of age. GSA Employees (including members of their immediate households) are prohibited from purchasing, either directly or indirectly, any government property being sold. Contractors and sub-contractors (including members of their immediate household) that are involved with the administration of this sale are also prohibited from purchasing, either directly or indirectly, any government property being sold. Employees of other government agencies may purchase government personal property unless prohibited by their agency regulations. For breach of this eligibility standard, the Government shall have the right to annul this contract without liability. Further, the bidder warrants, by accepting these sale terms and conditions and submitting a bid, that he/she is not delinquent in paying for previous purchases of Federal personal property and any related charges. Indebted bidders will be ineligible for contract awards. Bidders will not be able to bid on items offered until all debts have been cleared. This sale is open to the public. Bidders must attend the sale in order to bid. Bidders must be registered for the GSA sale and sign to agree to the terms and conditions of the sale in order to bid.

SOCIAL SECURITY NUMBER OR TAX IDENTIFICATION NUMBER: In accordance with Public Law No.104-134, Section 31001, the Debt Collection Improvement Act of 1996: a Social Security Number (SSN) or company Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Bids will not be considered for award from any one not providing this information. Non U.S. citizens must provide passport or VISA information in lieu of a SSN or TIN. (Warning: absence of a SSN or TIN may result in the rejection of any claim(s)) Individuals purchasing a vehicle for another person or company must furnish the information stated above and have a letter showing Power of Attorney from that person or company authorizing the buyer to purchase Federal Surplus Property on their behalf. Power of attorney is not required if the purchaser is a licensed dealer and registered as such, although the requirement to provide a TIN remains.

HIGH BIDDERS: High Bidders will be required to acknowledge and sign bid cards/block tickets immediately after an item is declared sold. If this is required and not accomplished, the item will be re-offered. **THE GOVERNMENT HAS THE RIGHT TO REJECT ANY BID.**

PAYMENT: Clause No. 4 of Standard Form 114C is changed as follows. A valid Driver's License or other accepted form of federal, state or local government issued photo identification information will be captured and recorded for all high bidders at time of payment. Acceptable forms of payment shall include: cash (in U.S. currency), credit card, cashier's check, credit union

cashier's check issued by a Federal or State chartered credit union, traveler's check, postal or commercial money order, and properly endorsed Federal, State, or local government checks. A personal or company check will only be accepted when accompanied by a bank letter guaranteeing payment. This letter must state that the bank will guarantee the check for a specific amount for a period of 30 days after the specific sale date at which it is intended to be used, and that it covers the purchase of U.S. Government property only. The letter must be signed by the bank official affirming the guarantee. Checks and forms of instrument payment other than cash must be made payable to the auction facility

MasterCard, VISA, American Express, Discover credit cards may be accepted. Acceptance of credit cards is subject to verification and approval by the issuing bank. Not all credit cards are accepted at all locations. Debit cards may be accepted. Debit cards must have a Visa or MasterCard backing. Check with your local auction house to determine the accepted credit/debit cards for that location. **WHILE MULTIPLE FORMS OF PAYMENT WILL BE ACCEPTED FOR A PURCHASED VEHICLE, NO MORE THAN TWO CREDIT CARDS MAY BE USED TO RENDER PAYMENT FOR ANY ONE VEHICLE.** In the event the bidder is purchasing for another individual or company and uses a credit card not imprinted with the bidder's name, a power of attorney permitting the use of the credit account will be required. Power of attorney is not required if the purchaser is a licensed dealer and registered as such.

For vehicles purchased on-line through www.gsaauctions.gov there may be up to a 48-hour delay between the processing of payment and notification arriving to the custodian auction facility. Please verify with the auction house that payment has been received before attempting to remove the vehicle(s).

REMOVAL OF PURCHASED PROPERTY: THE GOVERNMENT DOES NOT PROVIDE FOR, NOR ARRANGE, THE TRANSPORTATION OF VEHICLES PURCHASED AT AUCTION. It is the Bidder's responsibility to arrange for the loading and removal of purchased vehicles within the time frame specified within the applicable Special Term and Conditions at time of sale. The display of a valid Driver's License or other accepted form of identification will be required to remove property from the sale premises. For vehicles purchased from an auction location, a valid gate pass issued by the auction is required. The credit card used to make payment must be displayed at time of removal for vehicles purchased on-line and paid via credit card. If said credit card is not available, and a power of attorney provided in lieu thereof, removal of property may be delayed until the identity of the removing agent can be verified with the buyer.

REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS: It is the Bidder's responsibility to ascertain and comply with all applicable Federal, State, local, and multi-jurisdictional laws, ordinances, and regulations pertaining to the registration, licensing, handling, possession, transportation, transfer, export, processing, manufacture, sale, use or disposal of the property listed in the invitation. Purchasers or users of this property are not excused from any of such laws or regulations.

The buyer of property from the U.S. Government purchased through a contracted Auction House may be subject to state and/or local use tax. The U.S. Government is not responsible for collection of state and/or local use taxes. Sales and/or use tax officials are permitted to examine records of Federal personal property sales to determine tax liability. Sales tax, where applicable, will be collected by the auction house, or the Department of Motor Vehicles when/where the vehicle is being registered. **THIS IS YOUR RESPONSIBILITY TO DETERMINE APPLICABILITY**

WITHDRAWAL OF PROPERTY: The government reserves the right to make withdrawals of property offered for sale at any time prior to removal.

LIMITED DESCRIPTION WARRANTY: Clause No. 2 of Standard Form 114C is deleted and replaced by this Limited Description Warranty. The Government warrants to the original purchaser that the property listed in the Invitation for Bids will conform to its description. Condition is not guaranteed. If a mis-description is determined before removal of the property, the Government will keep the property and refund any money paid. If a mis-description is determined after removal, the Government will refund any money paid if the purchaser takes the property at his or her expense to a location specified by the contracting officer. No refund will be made unless the purchaser submits a written notice, claiming a miss-description, to the contracting officer within 15 calendar days of the date of specified for removal and maintains the property in the same condition as when removed. Bidders may be required to submit an independent estimate of repairs from a reputable repair facility as part of their written notice to the contracting officer. After property has been removed, no refund will be made for shortages of property sold by the LOT. This warranty is in place of all other guarantees and warranties express or implied. The Government does not warrant the merchantability of the property or its fitness for any use or purpose. The amount or recovery under this provision is limited to the purchase price of the mis-described property. The purchaser is not entitled to any payment for loss of profit or any other money damages, special, direct, indirect, or consequential. Any refund of payment, full or in part, as a result of a vehicle claim, will be made by electronic funds transfer (EFT) or a credit back to the credit card, if paid with such, on which payment was originally made

REVOCATION OF AWARD: The bidder (offeror) warrants that he is not delinquent in the payment of any debt due the United States Government resulting from prior purchase of surplus personal property. In the event the Government determines after award that the bidder has breached warranty, the Government shall have the right to annul the contract without liability

DEFAULT: You are cautioned to bid only on those items you are prepared to pay for and remove in accordance with the terms and conditions of the sale. All items awarded to you as the high bidder are contractually yours and must be paid for and removed within the time period specified under the special terms and conditions for each sale. Failure to do so could result in termination of the contract and the bidder may also be subject to paying liquidated damages. It is

the responsibility of the bidder to be cognizant of which vehicle they are bidding on. Bidding on the incorrect vehicle does not constitute grounds to be released from the award of that vehicle. Clause Number 9 of the SF 114C has been deleted and replaced with this default clause. This language serves to change the minimum amount for liquidated damages to \$325 as stated below: "The purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed period of time, the government at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to \$325 per instance."

In the event the purchaser fails to perform contractual obligations (payment and removal) as specified in this document, the following action applies: Purchaser will automatically be placed in default. "THIS IS YOUR OFFICIAL NOTICE OF DEFAULT". This default must be cured in accordance with the Payment and Removal clauses contained in the sale catalog. Upon purchaser's failure to cure such default within that period, the purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which a default has occurred.

The purchaser agrees that in the event he/she fails to pay for the property or remove the same within the prescribed period(s) of time, the Government shall be entitled to retain (or collect) as liquidated damages the sum as denoted above. In the event multiple lots were purchased, this default amount will apply to EACH and EVERY lot for which a default has been recorded. **GSA DOES NOT GRANT EXTENSIONS OF TIME FOR PAYMENT AND REMOVAL.**

TITLE: A Standard Form 97 (The United States Government Certificate to Obtain Title to a Vehicle) and a Purchaser's Receipt will be issued to the buyer of each motor vehicle sold. A Purchaser's Receipt only will be issued for property other than vehicles. The SF-97 is not a motor vehicle registration. It is evidence of title only and is to be used by the purchaser to obtain a proper state motor vehicle registration. The SF-97 in no way serves as a waiver for payment of registration fees, nor county or State taxes assessed to the vehicle, subsequent to its purchase. The SF-97 is accepted in all 50 states and U.S. territories. The Government makes no claims as to the acceptance of this Standard Form outside of these areas

Note: There are times when buyers require/request a duplicate copy of the SF 97. Any request for a duplicate SF-97 must be made in writing to the Contracting Officer of record. Please be advised there may be a fee associated with this request.

ORAL STATEMENTS AND MODIFICATIONS: Any oral statement or representation by any representative of the Government, changing or supplementing the offering or contract or any condition thereof, is unauthorized and shall confer no right upon the bidder or purchaser. Further, no interpretation of any provision of the contract, including applicable performance requirements, shall be binding on the government unless furnished or agreed to, in writing, by the Sales Contracting Officer or his/her designated representative.

DISPUTES: Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, (41 U.S.C. 601-613) Public Law 95-563 as amended to include the Administrative Dispute Resolution Act (enacted Nov. 15, 1990 (Pub. L. 101-552)). The current Disputes clause is hereby incorporated by reference. Except as provided in the Act, all disputes arising under or relating to the sale shall be resolved under this clause. As used herein, "claim" means a written demand or assertion by one or more parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim must be reduced to writing and submitted to the assigned Sales Contracting Officer for decision. A claim by the Government against the purchaser shall be subject to a decision by the Sales Contracting Officer. Copies of the clause are available upon request from the GSA Sales Office conducting this sale.

EXCHANGE SALE: This property is being offered in accordance with the exchange/sale provisions of Section 201(a) of the Federal Property and Administrative Services Act of 1949 Stat. 384 as amended (40 U.S.C. 503a).

SALVAGE VEHICLES: A branded SF-97, Certificate to Obtain Title to a Vehicle, will be issued for vehicles sold as salvage or scrap. This brand may indicate that the vehicle is sold as "salvage," "salvage - Not to be titled for highway use," or that that the vehicle is sold as "salvage - parts only". Subsequent SF-97s will not be issued regardless of repairs made.

AIR POLLUTION CONTROL DEVICES: The buyer of any vehicle from the U.S. Government is responsible for having air pollution control devices inspected and or installed and obtaining a certificate of compliance from the appropriate state registration official. Accordingly the Auction House (in accordance with applicable state laws) may have the vehicle inspected prior to obtaining title and collect the fee associated with the certificate of compliance at the time of payment.

ALTERNATIVE FUEL VEHICLES: These vehicles may have special requirements. Please refer to the owner's manual for specific information or consult with the appropriate manufacturer or dealer.

RECALLS: Vehicles being sold could have outstanding recalls. Potential buyers should contact the National Highway Traffic Safety Administration at <http://www.nhtsa.gov> for more information on recall campaigns. Buyers should contact a manufacturer's dealership in their local area that services that brand of vehicle to address any outstanding recalls, or to verify that all recalls that have been addressed are completed.